IT for Professionals
Information Technology Specialist

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IT FOR PROFESSIONALS GSA CONTRACT TERMS AND CONDITIONS

Product Use Rights

(October 2011 Revision#01)

This Product Use Rights Agreement ("Agreement") is an agreement between the purchasing organization ("Organization") and IT for Professionals, Inc. ("ITP"). This Agreement governs the Organization's use of all proprietary applications created and owned by ITP, and all related documentation, and updates and upgrades that replace or supplement the web-based applications and are not distributed with a separate license (collectively, the "Application"). Should this Agreement be revised, the most recent version will have primacy and will supersede any prior versions.

By the use of the Application, the Organization consents to be bound by this Agreement. If the Organization does not agree to the terms of this Agreement, then do not use the Application. IF AN AUTHORIZED AGENT OF THE ORGANIZATION LOGS INTO the Application, the terms and conditions of this Agreement are fully accepted by the Organization.

1. Agreement Grant and Terms of Use.

    A. Grant. Through this purchase, the Organization acquires and ITP grants the Organization a non-exclusive license to use the Application for the Organization's non-commercial use solely as set forth in this Agreement and the accompanying documentation. The Organization's acquired rights are subject to the Organization's compliance with this Agreement. Any commercial use is prohibited. The Organization is expressly prohibited from sub-licensing, renting, leasing or otherwise distributing the Application or rights to use the Application. The term of the Organization's Agreement shall commence on the production date in which the Application is installed on the Organization's servers, and shall end on the date that the Organization disposes of the Application; or ITP's termination of this Agreement. The Organization's license will terminate immediately if the Organization attempts to circumvent the technical protection measures for the Application.

    B. Restrictions. The Organization's right to use the Application is limited to the license grant above, and the Organization may not otherwise copy, display, distribute, perform, publish, modify, create works from, or use the Application or any component of it. The Organization may not remove or alter ITP's trademarks or logos, or legal notices included in the Application or related assets.

2. Consent to Use of Data. To facilitate technical protection measures, the provision of updates and any dynamically served content, and Application support and other services to the Organization; the Organization agrees that ITP may collect, use, and store technical and related information that identifies Organization agent's computers (including an Internet Protocol Address and hardware identification), operating system and application software and peripheral hardware. Information will be expressly used in technical support functions only.

3. Intellectual Property Rights. Except as expressly licensed to the Organization herein, ITP reserves all right, title and interest in the Application, and all associated copyrights, trademarks, and other intellectual property rights therein. This Agreement is limited to the intellectual property rights of ITP in the Application and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, the Organization may not decompile, disassemble, or reverse engineer the Application by any means whatsoever. The Organization may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Application. ITP owns all of the right, title and interest in the Application. The Organization may not modify the Application with any other materials, tools, or software programs. All rights not expressly granted herein, are reserved by ITP.

4. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE APPLICATION IS PROVIDED TO THE ORGANIZATION "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND THE ORGANIZATION'S USE IS AT THE ORGANIZATION'S SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH THE ORGANIZATION. ITP DOES NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ITP DOES NOT WARRANT AGAINST THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE APPLICATION WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE. NO ORAL OR WRITTEN ADVICE PROVIDED BY ITP OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO THE ORGANIZATION.

5. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL ITP BE LIABLE TO THE ORGANIZATION FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT ITP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO THE ORGANIZATION. In no event shall ITP's total liability to the Organization for all damages (except as required by applicable law) exceed the amount actually paid by the Organization for the Application.

6. Limitation of Liability and Disclaimer of Warranties are Material Terms of this Agreement. You agree that the provisions in this Agreement that limit liability are essential terms of this Agreement.

7. Application Technical Support. ITP will provide ninety (90) days of application technical support service. This ninety (90) days period will begin on the production phase's completion date. Upon completion of the ninety (90) days period, the Organization must contract ITP for further service to continue support. Support during this ninety (90) days period will be executed remotely. The Organization must provide the equipment for this remote service. This support clause is only applicable when an error occurs due to a fault within the Application; any errors caused by third party software, hardware, or other interactions not within the Application are expressly non-applicable to this support clause. All errors must be reported in writing within the ninety (90) days period to ITP in order for it to be eligible for support action.

8. Severability and Survival. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement shall continue in full force and effect.

9. Injunctive Relief. The Organization agrees that a breach of this Agreement may cause irreparable injury to ITP for which monetary damages would not be an adequate remedy and ITP shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

10. Governing Law. This Agreement shall be governed by and construed (without regard to conflicts or choice of law principles) under the laws of the State of New Jersey as applied to agreements entered into and to be performed entirely in New Jersey between New Jersey residents. Unless expressly waived by ITP in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the New Jersey state and federal courts having within their jurisdiction the location of ITP's principal corporate place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New Jersey or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

11. Export. The Organization agrees to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Organization and ITP with respect to the Application and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless made in writing and signed by ITP. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

ORDER CANCELLATION POLICY

The following is the official policy of IT for Professionals regarding the cancellation of services and product use. All terminations must be requested in writing, on departmental letterhead, signed by the procurement agent.

Modules:

ITP's standard operation procedure is executed in three phases.

- The first phase is after the issuance of a purchase order and begins with a detailed system analysis.
- The second phase is the deployment of the first iteration of the product.
- The third and final phase is the acceptance of a final product form ready for full production.

Different cancellation charges will be incurred dependant upon when cancellation is made.

If the order is terminated within thirty (30) calendar days after issuance of a purchase order and before phase one, there will be a 20% Cancellation fee.

If it is terminated after thirty (30) calendar days of the purchase order or after phase one has begun, there will be a 33% Cancellation fee.

If it is terminated after phase 2 but before phase Three, there will be a 66% Cancellation fee.

If it is terminated during phase 3: ITP will require full payment.

Additional User Lots:

If the purchaser requests additional user lots but cancels the order within thirty (30) days of issuance date ARO there will be a 20% cancellation fee.

Past the thirty (30) days, no refund will be given.

Maintenance & Tech Support Block Hours Contract:

If the purchaser cancels the contract within thirty (30) days of ARO with no portion of the block hours used there will be a 20% cancellation fee.

Past the thirty (30) days or if any of the block hours have been used, no refund will be given.

System Requirements for CAGE Modules with 350 Users

Server Hardware (or VM): at least one Intel Pentium 550Mhz CPU, 1G of RAM, and 2000GB of free Storage space.

Server OS & Software: Microsoft Server 2003 /w CALs or Higher, Microsoft SQL 2000/w CALs or higher.

Client OS & Software: Microsoft XP or Higher, Internet Expoler 7 or Higher, and Microsoft Word 2003(for narratives in CRTS).

These are minimum system requirements, please consult ITP for the recommended configuration.

IT for Professionals, Inc.

EIN#20-263-0405
DUNS#781864652

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2010 November ITP CAGE Product Price List
(10/21/2011 Revision#01)

DESCRIPTION		PART NUMBER	Unit of Issue	Lot PRICE	
ITP CAGE Web Application for Law Enforcement					
Criminal Analysis and Gathering Engine Modules					
Case Record Tracking System (CRTS) main module for 350 users		MCRTS	1 Lot	$44,750.00	
Adult Record Tracking System (ARTS) main module for 350 users		MARTS	1 Lot	$34,750.00	
Juvenile Record Tracking System (JRTS) main module for 350 users		MJRTS	1 Lot	$34,750.00	
Evidence Record Tracking System (ERTS) main module for 350 users		MERTS	1 Lot	$34,750.00	
Master Name Search Add-on module for 350 users		AMMN	1 Lot	$26,750.00	
Warrants Add-on module for 350 users		AMWR	1 Lot	$9,750.00	
Restraining Orders Add-on module for 350 users		AMRO	1 Lot	$9,750.00	
Parole Add-on module for 350 users		AMPR	1 Lot	$9,750.00	
Expungement Add-on module for 350 users		AMEX	1 Lot	$9,750.00	
Complaint Add-on module for 350 users		AMCP	1 Lot	$9,750.00	
Additional 50 Users – Per Main System Module		M50U	1 Lot	$5,000.00	
Additional 50 Users – Per Add-on Module		A50U	1 Lot	$1,250.00	
CAGE Application Maintenance & Tech Support Plan					
CAGE related remote support contract (65 block hours)		S065	1 Lot	$9,750.00	
CAGE related remote support contract (170 block hours)		S170	1 Lot	$24,650.00	
CAGE related remote support contract (285 block hours)		S285	1 Lot	$39,900.00	
CAGE related On-Site support contract (400 block hours)		S400	1 Lot	$54,000.00	
CAGE related On-Site support contract (800 block hours)		S800	1 Lot	$99,900.00	